

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Adams Rite Aerospace, Inc.	06/23/2006
RECEIVING PARTY DATA	
Name:	Credit Suisse, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5504950
Patent Number:	D360680
Patent Number:	6677844
Patent Number:	6902137
Application Number:	11049929
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038263-0062(ADAMS RITE)
NAME OF SUBMITTER:	Anna T Kwan

OP \$200.00 5504950

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), dated as of June 23, 2006 is entered into by **TRANSDIGM INC.**, a Delaware corporation (the "Borrower"), **TRANSDIGM GROUP INCORPORATED**, a Delaware corporation ("Holdings"), and the Subsidiaries of the Borrower (collectively, the "Grantors") in favor of **CREDIT SUISSE** as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (the "Secured Parties").

WHEREAS, the Grantors, the Lenders party thereto from time to time (the "Lenders"), Agent and certain other parties as named therein have entered into a Credit Agreement, dated as of June 23, 2006, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 23, 2006, in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including, without limitation, each issued patent and patent application identified in Schedule 1,

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof,

(c) the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, and

(d) all Patent Licenses.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Patent Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee and Collateral Agreement pursuant to which the Agent may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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SECURITY INTEREST IN PATENT COLLATERAL

IN WITNESS WHEREOF, the Grantors and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

SECURITY INTEREST IN PATENT COLLATERAL

NY1162001.3

PATENT
REEL: 017833 FRAME: 0280

ADAMS RITE AEROSPACE, INC.

By: Gregory Rufus
Name: Gregory Rufus
Title: Treasurer and Assistant Secretary

SECURITY INTEREST IN PATENT COLLATERAL

PATENT
REEL: 017833 FRAME: 0281

Accepted and Agreed to:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: 

Name: CASSANDRA DROOGAN
Title: VICE PRESIDENT



SHAHEEN MALIK
ASSOCIATE

SECURITY INTEREST IN PATENT COLLATERAL
ADAMS RITE AEROSPACE, INC.

PATENT
REEL: 017833 FRAME: 0282

SCHEDULE A

PATENT SECURITY AGREEMENT - ADAMS RITE AEROSPACE, INC.

I. U.S. PATENTS

<u>Patent Numbers</u>	<u>Issue Date</u>
5,504,950	April 9, 1996
D360,680	July 25, 1995
6,677,844	January 13, 2004
6,902,137	June 7, 2005

II. U.S. PATENT APPLICATIONS

<u>Application Numbers</u>	<u>Filing Date</u>
11/049,929	February 4, 2005

III. PATENT LICENSES

None.